

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF NEW HAMPSHIRE

Evangelos Pashos,	§	
Plaintiff,	§	
	§	
v.	§	
	§	
CIGNA Corporation d/b/a CIGNA Group	§	
Insurance, CIGNA Disability	§	
Management Solutions, INA Life	§	
Insurance Company of New York, CIGNA	§	
Life Insurance Company of New York,	§	Case No. <u>1:06-cv-21-JM</u>
Life Insurance Company of North	§	
America, Connecticut General Life	§	
Insurance Company, INA Life Insurance	§	
Company of North America, and CIGNA	§	
Employee Benefits Companies,	§	
	§	
and	§	
	§	
Parlex Corporation,	§	
	§	
Defendants.	§	

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**NOTICE OF REMOVAL**

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Pursuant to 28 U.S.C. §§ 1441 and 1446, defendants CIGNA Corporation d/b/a CIGNA Group Insurance, CIGNA Disability Management Solutions, INA Life Insurance Company of New York, CIGNA Life Insurance Company of New York, Life Insurance Company of North America, Connecticut General Life Insurance Company, INA Life Insurance Company of North America, and CIGNA Employee Benefits Companies ("CIGNA") and Parlex Corporation ("Parlex") give notice that the civil action captioned *Evangelos Pashos v. CIGNA Corporation d/b/a CIGNA Group Insurance, CIGNA Disability Management Solutions, INA Life Insurance Company of New York, CIGNA Life Insurance Company of New York, Life Insurance Company of North America, Connecticut General Life Insurance Company, INA Life Insurance Company of North America, and CIGNA Employee Benefits Companies and Parlex Corporation* is hereby removed to the United States District Court for the District of New Hampshire from

the State of New Hampshire (Merrimack County) Superior Court (hereinafter "State Court"), where it was originally filed and is now pending. Copies of all process, pleadings and orders received by defendants are being filed with this Notice of Removal.

### **Statement of Grounds for Removal**

1. Defendants have the right to remove this action as the Court has federal question jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1441 and 29 U.S.C. § 1132(e) because plaintiff asserts, *inter alia*, a cause of action under the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001 *et seq.*, for the alleged wrongful termination of disability benefits. In this regard, plaintiff, as an employee of defendant Parlex, was a participant in an ERISA-regulated employee benefit plan providing such benefits. Accordingly, plaintiff's exclusive remedy to recover disability benefits is an action brought under the civil enforcement provisions of ERISA, and his state law claims are completely preempted under § 502(a) of ERISA and/or subject to a preemption defense under § 514(a) of ERISA. *See Metropolitan Life Insurance Co. v. Taylor*, 481 U.S. 58 (1987).

2. Alternatively, the Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a) because plaintiff and defendants are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. More specifically, plaintiff alleges (a) that he is a citizen of the State of New Hampshire; (b) that CIGNA is a corporation organized under the laws of the State of Delaware with its principal place of business in Pennsylvania;<sup>1</sup> and (c) that Parlex is a corporation organized under the laws of the Commonwealth of Massachusetts with its principal place of business in Massachusetts.

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<sup>1</sup>CIGNA Group Insurance and CIGNA Disability Management Solutions are service marks, not legal entities. There is no legal entity called CIGNA Employee Benefits Companies. INA Life Insurance Company of New York and INA Life Insurance Company of North America are not affiliated with CIGNA. Neither Connecticut General Life Insurance Company nor CIGNA Life Insurance Company of New York are organized under the laws of or have their principal place of business in New Hampshire. Life Insurance Company of North America, the entity that actually insured the plan, is a corporation organized under the laws of the State of Pennsylvania with its principal place of business in Pennsylvania.

Plaintiff seeks past and future disability benefits, attorney's fees under 29 U.S.C. § 1132(g) and RSA 491:22-a, and other unspecified damages. As such, the amount in controversy in this action could exceed \$75,000, exclusive of interest and costs.

**Procedural Requirements**

3. This Notice of Removal is timely under 28 U.S.C. § 1446(b) in that defendants were served on or after December 22, 2005 and this Notice of Removal is filed within 30 days of such date.

4. In accordance with 28 U.S.C. § 1446(d), promptly after filing this Notice of Removal, defendants will give written notice of the removal to all parties and will file a copy of this Notice of Removal with the Clerk of the State Court.

Respectfully submitted,

CIGNA CORPORATION d/b/a CIGNA GROUP  
INSURANCE, CIGNA DISABILITY MANAGEMENT  
SOLUTIONS, INA LIFE INSURANCE COMPANY OF  
NEW YORK, CIGNA LIFE INSURANCE COMPANY  
OF NEW YORK, LIFE INSURANCE COMPANY OF  
NORTH AMERICA, CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY, INA LIFE INSURANCE  
COMPANY OF NORTH AMERICA, AND CIGNA  
EMPLOYEE BENEFITS COMPANIES

and PARLEX CORPORATION

By Their Attorneys,  
SULLOWAY & HOLLIS, P.L.L.C.

DATED: January 18, 2006

By: /s/ William D. Pandolph #5579  
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**CERTIFICATE OF SERVICE**

I hereby certify that this Notice was served on the following persons on this date and in the manner specified herein: Electronically Served Through ECF: David S.V. Shirley, Esq.

DATED: January 18, 2006

By: /s/ William D. Pandolph #5579  
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